

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

Satvir Kaur,

Debtor.

**MOTION FOR RELIEF
FROM AUTOMATIC STAY**

Chapter 13
Case No. 20-22175-shl
Hon. Sean H. Lane

Bayview Loan Servicing, LLC (hereinafter “Movant”) , moves the above-entitled Court for an Order granting relief from the automatic stay pursuant to 11 U.S.C. §362(d)(1) to permit it to proceed with an action to foreclose its mortgage and commence eviction proceedings with respect to certain real property of the Debtor, commonly known as 31 Bleakley Drive 26-1, Peekskill, NY 10566, and more particularly described in a copy of a mortgage annexed hereto and made a part hereof as Exhibit “A”. As grounds for said Motion, it is hereby alleged as follows:

1. On October 17, 2008 the Debtor borrowed \$256,500.00 from HSBC Mortgage Corporation (USA). The indebtedness was evidenced by a note, which was secured by a deed of trust on the aforesaid real property. On May 14, 2014, Debtor borrowed an additional \$6,555.25 from PHH Mortgage Corporation. The aforementioned loans were consolidated, as is evidenced by a Consolidated, Extension, Modification Agreement. See attached Exhibit “A,” which is incorporated by reference. The loan was later assigned to Movant. A copy of said Assignment of Mortgage is annexed hereto and made a part hereof as Exhibit “B”.

2. Debtor filed a petition for relief under Chapter 13 of the United States Bankruptcy Code in this Court on January 31, 2020.

3. According to the 362 worksheet executed by Nicole Currey, a Supervisor with Movant the loan is due for the February 1, 2020 through August 1, 2020 post-petition payment as of August 4, 2020. A copy of said 362 worksheet is annexed hereto and made a part hereof as Exhibit "C".

4. Movant also seeks relief for any installment that becomes due and is unpaid on the return date of this Motion. The foregoing does not represent any accrued late charges, corporate advances, escrow advances and any amount which may be due for costs and attorney fees which may be allowed by the Court.

5. Movant may be required to advance the funds necessary to pay real property taxes or risk irreparable harm to its security interest as a result of Debtor's default.

6. By reason of the foregoing, Movant, its servicing agent, nominees, successors and/or assigns should be permitted to take all necessary action to adequately protect its security interest.

7. It is requested that, in the event that an Order Granting Relief from the Automatic Stay is granted, that such Order shall survive any conversion.

8. Movant specifically requests permission from the Honorable court to communicate with the Debtor and Debtor's attorney to the extent necessary to comply with applicable non-bankruptcy law.

9. Movant respectfully request a waiver of the stay imposed by F.R.B.P. 4001(a)(3).

10. In the event that an Order Granting Relief from the Automatic Stay is granted, the Trustee shall receive notice of any surplus monies received.

11. No previous application has been made for the relief requested herein.

WHEREFORE, Movant requests that this Court enter an Order granting Movant, its servicing agent, nominees, successors and/or assigns relief from the automatic stay, together with Movant's attorneys' fees and costs, and Movant be granted permission to communicate with the Debtor and Debtor's counsel to the extent necessary to comply with applicable non-bankruptcy law, that in the event that an Order Granting Relief from the Automatic stay is granted, that such Order shall survive any conversion, the Trustee shall receive notice of any surplus monies received and such other and further relief as the Court may deem just and proper.

Dated: August 14, 2020

**SCHILLER, KNAPP, LEFKOWITZ
& HERTZEL, LLP**

By: /s/ Lisa Milas, Esq.

Lisa Milas, Esq.
Attorney for Bayview Loan Servicing, LLC
950 New Loudon Road
Latham, New York 12110
(518) 786-9069